X+0140325 TA 28-6230

1 4 11

5

In. A 32 -

NON 5U

Vol. 73 Page 15512

83871 TRUST DEED

November , 19 73 , between THIS TRUST DEED, made this 29th day of RANDY J. PACE and SHERRIE L. PACE, husband and wife

, as grantor, William Ganong, Jr., as trustee, and FIRST FEDERAL SAVINGS AND LCAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary;

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 450 in Block 126, MILLS ADDITION TO THE CITY OF KLAMATH FALLS,

Klamath County, Oregon.

which said described real property does not exceed three acres, together with oil and singular the apputtenances, tenentia, hereditaments, foreits and other rights, easements or privileges now or hereditor belonging to, derived from or in anywise apportants, issues, profits, water rights and other rights, easements or privileges now or hereditor belonging to, derived from or in anywise apportants, equipment and fixtures, tradeter with all awnings, venetian blinds, floor covering in place such as well-to-well carpoing and linear apparatus, equipment and fixtures, tradeter with all awnings, venetian blinds, floor covering in place such as well-to-well carpoing and linear apparatus, equipment and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing potermance of described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing potermance of and and be granter and the purpose of accuring to the terms of a promissory noto of even date hereity, payable to the terms of a promissory noto of even date hereity, payable to the terms of a promissory noto of even date hereities and the granter of other and interest being payable in monthly installments of \$1.07.75 commencing and their beneficiary and the granter area and being the foreities and the payment or others and the traves area and for the areas assessment, heurace previous and the beneficiary is a may be evidenced by a notice. If the indeficient may grant and may pay evidence the theredited heredit. The grantor hereby covenants to and with the truste and he beneficiary may at its option add the amount of such deficit to the principal of the observe account of such deficit areas assessment, heurace previous and the second hereby.

The grantor hereby covenants to and with the trustee and the beneficiary in that the said premises and projecty conveyed by this trust deed are and clear of all encumbrances and that the grantor will and his here, utors and administrators shall warrant and defend his said title thereto not the claims of all persons whomsoever.

Against the claims of all persons whomsacver. The granter will be thereto against the claims of all persons whomsacver. The granter covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against the claims of all persons whomsacver. The granter covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against proceeding to the terms of persons whomsacver. The granter covenants and agrees to pay said note according to the terms of persons over this true deed; to due persons within six months from the date of the interval evidence is the result of the interval evid

le. the grantor is to pay any and all taxes, assessments and other vied or assessed against said property, or any part thereof, before begin to bear interest and also to pay premiums on all insurance begin to bear interest and rate to be made through the bran-on said property, such payments are to be inde through the bran-aforesaid. The grantor hereby anthorizes the beneficiary to pay aforesaid. The grantor hereby anthorizes the beneficiary to pay all taxes, assessments and other by the statements thereof furnished rive in the amounts are shown by the statements thereof ut to pay are to be income priority to pay charges leveled, the benched agalant of the benched agalant the second the second of the benched agalant the second to pay the on the statements submitted by us, and to charge said sums to the sums which may be required from that purpose. The grantor agrees isible for fullure to have any insur-growing out of a diefect in any in-is authorized, in the event of any survance company and to apply in ans for payment, the matifaction in the store for the second to the second of the sums to payment the matifaction after the second the second of the second of the second second second to the second of the second second second second second second the second second second second second second the second second second second second second second the second second second second second second the second second second second second second second the second second second second second second the second secon the loan of the second, if any, established for that p to hold the heneficiary responsible for or for any loss or damage growing (cy, and the beneficiary hereby is auth-toromise and settle with any insurance boromise and settle with any insurance receipts upon the

citizity may at its option carry out the same, and all draw interest at the rate specified in the t-rantor on demand and shall be secured by the onnection, the heneficiary shall have the right is approvements made on said premises and also to ty as in its sole discretion it may deem nec-

porty as in its sole discretion it may deem activate The granitor further agrees to comply with all laws, or remains, conditions and restrictions affecting said proper s and expenses of this trust, including the contor till o their costs and expenses of the trusts atterneys for appear in and defend any action or proceeding surporting the net of or the rights or powers of the including vort is and expenses, including cost of evidence are tille and south such as the fixed by the court, in any such as sight the before trustee may support and in any s

B. .

.

.

1

は限定

. عدار

. The beneficiary will furnish to the grantor on written request therefor an al statement of account but shall not be obligated or required to furnish further statements of account.

It is mutually agreed that:

In the event that any portion e-right of eminent domain or o

equest. 2. At any time and from time to time upon ficiary, payment of its frees and presentation of this industry and the payment of the ladder industry are account of the payment of the industry any easement or creating and restriction there without warranty, and tion of this deed and the for cancellation), without it the indebtedness, the tru t of suid property; (b) joi thereon, (c) join is any the lien or charge hereof; property. The grantee in or persons legally cutting be \$5.00 during the

shall be \$5.00. 3. As additional security, grantor hereby continuance of these trusts fill rents, issues, perty affected by this devia and of nay person gran performance of any agreement hereunder, iter and a second second second second second become due and payable. Upon any default be ficiary may at any thue without notice, eith eelver to be appointed by a court, and with second the appointed by a court, and with second the appointed by a court, and with second the second by a court, and with the same, less costs and expenses of open-able attorney's frest, upon any indebteness as the beneficing may determine.



1 . 7 3



197-

V0V

15513

107*.*3

F

155

N

<u>1</u>0;

NON

ι.Fi

taking or

1

.

DATED

essence of this instrum ment of any indeitedness secured hereby or in performance of any conder, the beneficiary may deciars all sums secured hereby im and payable by delivery to the trustee of written notics of default sell the trust property, which notice trustee shall cause to be coord. Upon delivery of said notice of default and election to sell shall derosit with the trustee this trust deci and all promissor uments evidencing expenditures secured hereby, whereupon th of sale and give notice thereof

I by Taw. After default and any time prior to five days before the dats set : Trustee for the Trustee's sale, the grantor or other persons red may pay the entire amount then due under this trust deed and igations secured thereby (including costs and expenses actually incurred ording the terms of the obligation and trustee's and attorney's fees eeding 50.00 each) other than such portion of the principal as would en be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may thereby the the deman.
e recordation of shid notice of default and giving of said notice of said, the said string of said notice of and notice of and processes of the said string of said notice of a said. The said notice of a said string of a said notice of a said string of a said notice of a said.

nouncement at the time fixed by the preceding postpon deliver to the purchaser his deed in form as required by perty as sold, but without any covenant or warranty, recitals in the deed of any matters or facts shall be truthfulness thereof. Any person, excluding the trustee t and the beneficiary, may purchase at the sale.

and the beneficiary, may purchase at the sale, the trutce but including the grantor of the proceed of the trutce and the process of the sale including the compensation of the follows: (1) To the expenses of the sale including the compensation of the follows: (1) To the expenses of the sale including the compensation of the follows: (1) To the expenses of the sale including the compensation of the subsequent by the trutce while the subsequent by the context in the sale secured by the order of their priority. (4) The surplus, if any, to the grantor of the trust check and a subsequent by the stormer, the subsequent by the trust check as their intervals of the trust check as their intervals and the trust check as the successor in interval with a successor truster. It is an as trusteen the trust check as a polntimet, and without convention there are not the successor trustee, the latter shall be vested with all title, powers and cherge intervals with the interval of the successor trustee. The successor trustee, the latter shall be vested with all title, powers and the beneficiar. Each and the successor trustee, the latter shall be controled hereunder. Each by the beneficiar in whether the trust cherge as the and the successor trustee.

More appointment of the successor trustee, and to contribute plott of II. Trustee accepts this trust when this deed, duly executed and acknow-edged made a public record, as provided by law. The trustee is not obligated o matter any party hereto of pending sale under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a inty one as such action or proceeding is brought by the trustee. If. This deed applies to, intres to the benefit of, and binds all parties rector, their beits, legatees devisees, administrators, or could and owner, including ledger, of the note accured hereby, whether or not evolve nerificiary when gender includes the feminine and/or neuter, and the singular number la-uite the jurial.

IN WITNESS WHEREOF, said grantor has herounto set his hand and seal the day and year first above written.

STATE OF OREGON }

Marily Jaco (SEAL) (SEAL)

STATE OF OREGON | ss.

affixed.

I certify that the within instrument was received for record on the 30 day of November , 19 73, at 11:04 o'clock a M., and recorded in book M-73 on page 5512

Record of Mortgages of said County.

Witness my hand and seal of County

Acreel 1 Dia a C Deputy

Wm. D. Milne

County Clerk

4.00

ted t

τ.

言語

<u>_</u>1

THIS IS TO CERTIFY that on this 20th day of November, 19.73, before me, the undersigned, a Notary Public in and for sold county and state, personally appeared the within named <u>PDN DY</u>, <u>J</u>, <u>PACE</u> and <u>SHERRTE L</u>, <u>PACE</u>, husband and wife to me potsonally known to be the identical individuals. named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunic set my hand and affixed my polarial seal the day, and year last above written. PUDLIC Notary Public for Oregon My commission expires: 11-12-14 (SEAL)

(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.)

Loan No. TRUST DEED

TO FIRST FEDERAL SAVINGS &

LOAN ASSOCIATION Ber After Recording Return To: FIRST FEDERAL SAVINGS -540 Main St. 2943, 20(4 Klamath Falls, Oregon

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganona. Trusto

The undersigned is the logal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully put and satisfied. You hereby are diracted, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the

First Federal Savings and Loan Association, Beneficiary